

REMARKS

Claims 1, 4 – 21, 23 – 28 and 30 – 39 are currently pending in the application. By this amendment, claims 2 and 3 have been canceled and the features of claims 2 and 3 have been incorporated into claim 1. Additionally, claim 32 has been amended to address the §101 rejection. Applicant submits that no new matter is added by the above amendment. Support for the amendment may be found at least at original claims 2 and 3 and paragraphs [0021] and [0025] of the instant specification (as numbered in US2005/0132207). Reconsideration of the rejected claims in view of the above amendment and below remarks is respectfully requested.

35 U.S.C. §101 Rejection

Claims 32 – 38 were rejected for being non-statutory. Specifically, the Examiner asserts that claim 32, while reciting a system, is directed to a computer per se. Applicant disagrees. Applicant respectfully submits that claim 32 is directed to a system.

In any event, Applicant amended claim 32 in an effort to further prosecution. In view of the amendment to claim 32, Applicant submits that claim 32 is directed to a system or machine, and as such, is directed to statutory subject matter.

Accordingly, for at least these reasons, Applicant requests the rejection of claims 32 – 38 be withdrawn.

35 U.S.C. §103 Rejections

Claims 1, 5 – 11, 15 and 16 were rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 7,020,704 issued to Lipscomb et al. (“Lipscomb”) in view of U.S. Patent Publication No. 2002/0152904 to Doty, Jr. (“Doty”). Claims 2 – 4 were rejected under 35

U.S.C. §103(a) as being unpatentable over Lipscomb in view of Doty and U.S. Patent 6,868,403 issued to Wiser et al. ("Wiser"). Claims 12 – 14 were rejected under 35 U.S.C. §103(a) as being unpatentable over Lipscomb in view of Doty and further in view of U. S. Patent 6,314,517 issued to Moses et al. ("Moses"). Claims 17 – 21 and 23 – 26 were rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,587,837 to Spagna at al. ("Spagna") in view of U.S. Patent Publication No. 2003/0084345 to Bjornestad at al. ("Bjornestad"). Claims 27, 28 and 30 – 39 were rejected under 35 U.S.C. §103(a) as being unpatentable over Doty in view of Spagna. These rejections are respectfully traversed.

The examiner bears the initial burden of factually supporting any *prima facie* conclusion of obviousness. If the examiner does not produce a *prima facie* case, the applicant is under no obligation to submit evidence of nonobviousness. See MPEP §2142. To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings.¹ Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure. *In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438

¹ While the *KSR* court rejected a rigid application of the teaching, suggestion, or motivation ("TSM") test in an obviousness inquiry, the [Supreme] Court acknowledged the importance of identifying "a reason that would have prompted a person of ordinary skill in the relevant field to combine the elements in the way the claimed new invention does" in an obviousness determination. *Takeda Chemical Industries, Ltd. v. Alphapharm Pty., Ltd.*, 492 F.3d 1350, 1356-1357 (Fed. Cir. 2007) (quoting *KSR International Co. v. Teleflex Inc.*, 127 S.Ct. 1727, 1731 (2007)).

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(Fed. Cir. 1991). Applicant submits that the combination of references do not teach or suggest each of the features of the present invention.

Independent Claim 1 over Lipscomb and Doty

The present invention generally relates to a digital rights protection method and system.

Claim 1 recites, in pertinent part:

accessing an authoring application for creating a shareable content object (SCO), the accessing being through at least one of a web based remote access and a download of the authoring application;
composing a shareable content object (SCO) representing one or more assets using the authoring application;
assigning a digital rights to the SCO to secure the one or more assets; and
individually controlling access to the SCO and the one or more assets by utilizing the assigned digital rights to the SCO or the one or more assets,
wherein the download of the authoring application includes checking the client browser's version and downloading the DRM extension appropriate for the browser's version,
wherein the accessing an authoring application step includes:
accessing an on-line portal server to obtain registration information; and
registering as an author of learning objects; and
wherein the registering step includes receiving a registration confirmation that includes at least one of a user-id, a password, a login uniform resource locator (URL) and a universal resource identifier (URI).

By the present amendment, Applicant has incorporated the features of claims 2 and 3. Applicant notes that claim 3 was not rejected by any prior art references. Moreover, Applicant notes that claim 3 is indicated as objected to in the Office Action Summary. As such, Applicant submits that the Examiner has tacitly acknowledged that claim 3 contains allowable subject matter. Accordingly, Applicant respectfully submits that claim 1 should be in condition for allowance.

Dependent Claims 5 – 11, 15 and 16 over Lipscomb and Doty

Applicant submits that claims 5 – 11, 15 and 16 are dependent claims, depending from a distinguishable base claim. Accordingly, these claims should be in condition for allowance based upon their dependencies.

Claim 7

Claim 7 recites, in pertinent part:

... parsing the package to extract structure and titles; and
assigning a package ID with a package name to the SCO.

Applicant submits that Lipscomb in view of Doty does not teach or suggest each of the features of claim 7. For example, Applicant submits that Lipscomb in view of Doty does not teach or suggest parsing the package to extract structure and titles.

In addressing claim 7, the Examiner asserts that Doty discloses parsing the package to extract structure and titles at paragraph [0164] (reproduced above). Applicant disagrees.

For the reasons set forth above with regard to claim 27, Applicant submits that Lipscomb in view of Doty does not teach or suggest “parsing the package to extract structure and titles of the package. More specifically, while acknowledging that Figure 19 shows an admin reports section 320, which identifies a user ID, name, order number, course name, date, status, state, price and the like, Applicant respectfully submits that paragraph [0164] and Figure 19 do not disclose “parsing the package to extract structure and titles of the package.” Instead, Applicant submits that paragraph [0164] and Figure 19 merely illustrate that an administrative portal can also include an admin reports section 320 which identifies a user ID, name, order number, course name, date, status, state, price and the like. Applicant notes that paragraph [0164] and the entirety of Doty is completely silent with regard to “parse,” “parsing” and “parsed.” Therefore,
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Applicant submits that Doty does not disclose parsing the package to extract structure and titles of the package, as the Examiner asserts.

Thus, Applicant respectfully submits that Lipscomb in view of Doty does not teach or suggest the features of claim 7, and does not render the present invention unpatentable.

Claim 8

Additionally, Applicant submits that Lipscomb in view of Doty does not teach or suggest each of the features of claim 8. Claim 8 recites, in pertinent part:

... generating promotional material and thumbnail for use in an electronic store (eStore) to provide searching and discovery capability;
and
storing the promotional material and the SCO in an on-line catalog.

In addressing claim 8, the Examiner cites paragraph [0137] of Doty. Applicant has reproduced paragraph [0137] below, which states: (emphasis added)

FIG. 12 illustrates a screen shot of an embodiment of a sign up page 72. The sign up page 72 typically includes a personal information section including fields for name, password, license number, date of birth, social security number, promotional code, email address, credit card type, credit card number, credit card expiration date and other pertinent demographic information. The page 72 can also include a billing information section having fields for name, address, city, state, zip code and other pertinent demographic information.

Additionally, Applicant has reproduced Figure 12 below.

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ACCOUNT STATUS PRIMER

BACK STOP REFRESH MENU SEARCH PASSWORD VERIFY LINKS

ADDRESS GO

YOUR ACCOUNT IS NOT THERE

SIGN UP HERE

PERSONAL INFORMATION

FIRST NAME: _____

LAST NAME: _____

PASSWORD: _____

RETYPE PASSWORD: _____

LICENSE NUMBER: _____

DATE OF BIRTH: ____/____/____

SOCIAL SECURITY NUMBER: _____

PROMOTIONAL CODE: _____

E-MAIL ADDRESS: _____

CREDIT CARD TYPE: _____

EXPIRATION DATE: ____/____/____

BILLING INFORMATION

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

Applicant submits that paragraph [0137] discusses and Figure 12 illustrates a sign up page used with the Doty system. As shown, the sign up page typically includes a personal information section including fields for name, password, license number, date of birth, social security number, email address, credit card type, credit card number, credit card expiration date and other pertinent demographic information. Additionally, the sign up page may include a field for a promotional code. As should be understood by those of ordinary skill in the art, if applicable, a user would enter a promotional code in the promotional code field to receive some offered promotion upon signing up to the system.

Applicant submits that the promotional code field cannot reasonably constitute the recited promotional material. That is, entering a promotional code in the promotional code field may allow a user to receive some offered promotion upon signing up to the system. However, Applicant respectfully submits that Doty's disclosure of a promotional code field (i.e., a blank space into which a user may enter a promotional code) does not constitute promotional material.

Thus, Applicant submits that that Doty does not disclose promotional material, as the Examiner asserts.

Additionally, as should be understood by one of ordinary skill in the art, thumbnails are reduced-size versions of pictures, used to make it easier to scan and recognize them, serving a similar role for images as a normal text index does for words. Applicant submits that Doty merely discloses an entry field for promotional codes that may be used, for example, to obtain a promotional discount. In view of the above, Applicant submits that that Doty does not disclose at least the recited thumbnail, as the Examiner asserts.

Thus, Applicant submits that Lipscomb in view of Doty does not teach or suggest each of the features of claim 8, and does not render the present invention unpatentable.

Claim 10

Claim 10 recites, in pertinent part:

... wherein the assigning digital rights step assigns rights to the one or more assets to independently access the one or more assets under control of the assigned digital rights.

Applicant submits that Lipscomb in view of Doty does not teach or suggest each of the features of claim 10. For example, Applicant submits that Lipscomb in view of Doty does not teach or suggest the assigning digital rights step assigns rights to the one or more assets to independently access the one or more assets under control of the assigned digital rights.

In addressing claim 10, the Examiner asserts that Doty discloses the assigning digital rights step assigns rights to the one or more assets to independently access the one or more assets under control of the assigned digital rights at paragraphs [0129] and [0167]. Applicant

respectfully disagrees. Applicant has reproduced the Examiner-cited paragraph [0129] below, which states:

A course can have a number of licenses associated with it, this means if a course has 1000 licenses, then that course may be enrolled in 1000 times, if a user enrolls in a course twice because they forfeited the first time, that is 2 uses of the license. A course is only visible to a user or a group once it is assigned to a user or group a course can be assigned to one or more groups or users for enrollment.

Additionally, paragraph [0167] is reproduced above.

Applicant submits that these passages of Doty do not disclose the assigning digital rights step assigns rights to the one or more assets to independently access the one or more assets under control of the assigned digital rights. That is, the one or more assets are of the recited SCO. In other words, an SCO may include one or more assets, and the DRM is controlled to assign rights to the one or more assets to independently access the one or more assets.

However, Applicant submits that Doty does not disclose assigning rights to the one or more assets to independently access the one or more assets, as the Examiner asserts. Instead, Applicant submits that paragraph [0129] merely discloses that a particular course (which the Examiner considers the recited SCO) can have a number of user licenses, such that the course can be enrolled into a number of times. However, Applicant submits that this passage does not disclose, teach or suggest that the DRM is controlled to assign rights to the one or more assets to independently access the one or more assets of the SCO, as the Examiner asserts.

Additionally, Applicant submits that paragraph [0167] does not disclose assigning rights to the one or more assets to independently access the one or more assets, as the Examiner asserts. Applicant submits that paragraph [0167] teaches an administrative portal that may be used in the

system of Doty. However, Applicant submits that this passage does not disclose assigning rights to the one or more assets of the SCO to independently access the one or more assets of the SCO.

Thus, for at least these reasons, Applicant submits that Doty does not disclose assigning rights to the one or more assets to independently access the one or more assets. Therefore, Applicant submits that Lipscomb in view of Doty does not teach or suggest the features of claim 10, and does not render the present invention unpatentable.

Claim 11

Claim 11 recites, in pertinent part:

... further comprising the step of placing the SCO, the metadata file and a promotional file into a digital container.

Applicant submits that Lipscomb in view of Doty does not teach or suggest each of the features of claim 11. For example, Applicant submits that Lipscomb in view of Doty does not teach or suggest placing the SCO, the metadata file and a promotional file into a digital container.

In addressing claim 11, the Examiner asserts that Doty discloses placing the SCO, the metadata file and a promotional file into a digital container at paragraphs [0109] and [110].

Applicant respectfully disagrees. Applicant has reproduced these paragraphs below, which state:

Typically, once exiting footage, or courseware, is identified by an educational provider, the system operator can encode the content into a Windows Media format for insertion into the platform of the system and dissemination over a network such as the Internet. It is understood that other formats for use with other operating systems is also contemplated. Through the system's 1--encoding process, pre-recorded video is formatted instantly for use as downloadable or streaming Internet media and at all bit rates (typically up to 8 Mbits). It is understood that other encoding techniques can be used in the system 10 in other embodiments.

In addition to existing footage and/or courseware, the system 10 is

capable of using off-the-shelf video-powered course libraries maintained in the system operator's own course catalog. Specifically, the developers of the system 10 can use the best off-the-shelf courses from leading corporate training providers and media-enable such content into the platform of the system. These third party courses run in the classroom interface 20 just as any custom course runs in the interface 20. Educational providers can typically utilize an Internet based learning solution fully equipped with popular training titles as well as any custom courses they choose to create.

Applicant submits that these passages merely disclose that learning materials may be encoded into different formats and that existing learning materials may be also be used with the Doty system. Applicant submits that these passages do not teach or suggest at least a metadata file and a promotional file. Moreover, Applicant submits that Doty in its entirety is completely silent with regard to "metadata." As such, Applicant submits that Doty does not teach or suggest uploading a package containing the SCO and a metadata file, as recited in claim 11. Furthermore, for the reasons set forth with regard to claims 8 and 27, Applicant submits that Doty does not teach or suggest a promotional file.

Thus, for at least these reasons, Applicant submits that Lipscomb in view of Doty does not teach or suggest each of the features of claim 11, and does not render the present invention unpatentable.

Claim 16

Claim 16 recites, in pertinent part:

... packaging a content aggregation file separately from the SCO and any asset files, wherein the content aggregation file includes for the SCO: an associated metadata file, a manifest file, a content packaging information, and encrypted rights.

Applicant submits that Lipscomb in view of Doty does not teach or suggest each of the features of claim 16. For example, Applicant submits that Lipscomb in view of Doty does not teach or suggest packaging a content aggregation file separately from the SCO and any asset files, wherein the content aggregation file includes for the SCO: an associated metadata file, a manifest file, a content packaging information, and encrypted rights.

In addressing claim 16, the Examiner asserts that Doty discloses packaging a content aggregation file separately from the SCO and any asset files, wherein the content aggregation file includes for the SCO: an associated metadata file, a manifest file, a content packaging information, and encrypted rights at paragraphs [0104] and [0177]. Applicant respectfully disagrees. Applicant has reproduced these paragraphs below, which state:

In an embodiment, the system 10 can provide connections with providers who can help in the design for courses, graphic design, web development, production, development of a course catalog, hosting and serving development and general technical support. As described above in greater detail, many sources of the streaming video is provided. In another embodiment, video can be produced with broadcast anchors and proctors available for the video production. Any necessary video editing, in-studio production or remote production can be provided with the system 10. Existing content can be integrated as needed. Further services generally include complete web portal development, digital encoding services and the like.

Certifications can also be sent to the student's appropriate supervisor via email upon completion of the course. More specifically, the platform provides for additional functionality by offering certification at various levels of operation. With regard to the student portal 18, registration and enrollment certification are required for e-Certification, pay-per-view and e-commerce applications. In each of these applications, the SSL technology is used to enable a secure transfer of user information. The student portal 18 also encrypts, authenticates and ensures data integrity. The student portal also protects the user's identity after registration.

Applicant notes that these passages of Doty (and Doty in its entirety) are completely silent with regard to “content aggregation file,” “metadata,” “metadata file,” “manifest” and “manifest file.” As such, Applicant submits that Doty does not disclose packaging a content aggregation file separately from the SCO and any asset files, wherein the content aggregation file includes for the SCO: an associated metadata file, a manifest file, a content packaging information, and encrypted rights, as the Examiner asserts.

Thus, Applicant submits that Lipscomb in view of Doty does not teach or suggest each of the features of claim 16, and does not render the present invention unpatentable.

Accordingly, for at least these reasons, Applicant respectfully requests that the rejection over claims 1, 5 – 11, 15 and 16 be withdrawn.

Dependent Claims 2 – 4 over Lipscomb, Doty and Wiser

Applicant submits that claims 2 – 4 are dependent claims, depending from a distinguishable base claim. Accordingly, these claims should be in condition for allowance based upon their dependencies.

Accordingly, for at least these reasons, Applicant respectfully requests that the rejection over claims 2 – 4 be withdrawn.

Dependent claims 12 – 14 over Lipscomb, Doty and Moses

Applicant submits that claims 12 – 14 are dependent claims, depending from a distinguishable base claim. Moreover, Applicant submits Moses does not cure the deficiencies of Lipscomb and Doty. For example, Applicant submits that Moses at least does not teach or suggest accessing an authoring application for creating a shareable content object (SCO), the

accessing being through at least one of a web based remote access and a download of the authoring application. Applicant notes that Moses was cited for its purported teachings of the features of claims 12 and 14. Accordingly, these claims should be in condition for allowance based upon their dependencies.

Accordingly, for at least these reasons, Applicant respectfully requests that the rejection over claims 12 – 14 be withdrawn.

Independent claim 17 over Spagna in view of Bjornestad

Independent claim 17 recites, in pertinent part:

... creating a package containing one or more shareable content objects (SCOs);
assigning digital rights management (DRM) to the one or more SCOs;
updating an on-line electronic store (e-Store) with the one or more SCOs;
making the one or more SCOs available for searching and downloading at a client, wherein access to the one or more SCOs is controlled by the DRM, and the one or more SCOs include one or more assets individually controllable; and
logging onto a portal server to perform any of the steps, wherein the portal server provides a common interface personalized to a user's profile and role.

Applicant submits that the combination of references do not teach or suggest each of the features of claim 17. For example, Applicant submits that Spagna in view of Bjornestad does not teach or suggest “making the one or more SCOs available for searching and downloading at a client, wherein access to the one or more SCOs is controlled by the DRM, and the one or more SCOs include one or more assets individually controllable.”

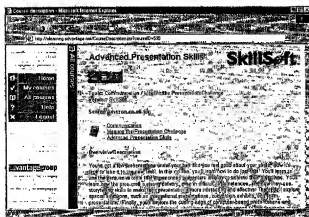
No Teaching Or Suggestion Of Making The One Or More SCOs Available For
Searching And Downloading At A Client

Applicant submits that Spagna in view of Bjornestad does not teach or suggest making the one or more SCOs available for searching and downloading at a client. In addressing this feature of the present invention the Examiner acknowledges that Spagna does not disclose this feature. However, the Examiner asserts that Bjornestad discloses making the one or more SCOs available for searching and downloading at a client at paragraph [0055]. Applicant respectfully disagrees.

Applicant has reproduced paragraph [0055] below, which states: (emphasis added)

As shown in the screen shot of FIG. 7, a user logs into an OLMS (in this case "eLearning.EdVantage") in accordance with the invention by giving a user name and password. FIG. 8 shows how a user can have access to a range of courses, provided by different sources. FIG. 9 shows how the OLMS, using the same interface, enables a student to have access to a course--in this case a course on "Advanced Presentation Skills" provided SkillSoft (TM). From the same screen, the user can search for additional resources e.g. by looking for books through "Amazon.co.uk" (TM). As shown in FIG. 10, a student may access information on course progress, scores etc. provided by the external course provider, still using the same interface.

Additionally, Applicant has reproduced Figure 9



As shown in Figure 9, Applicant submits that Bjornestad provides a user with the ability to search Amazon.co.uk for additional information. However, Applicant submits that providing a search tool for searching a bookstore website does not constitute making the one or more SCOs available for searching and downloading at a client, as the Examiner asserts. That is, the contents of the bookstore website would not contain the SCOs. As such, the searching ability provided by Bjornestad does not make the one or more SCOs available for searching and downloading at a client.

Thus, Applicant submits that Spagna and Bjornestad does not teach or suggest making the one or more SCOs available for searching and downloading at a client, and does not render the present invention unpatentable.

Accordingly, for at least these reasons, Applicant submits that Spagna in view of Bjornestad does not teach or suggest each of the features of claim 17, and does not render the present invention unpatentable.

Dependent claims 18 – 21 and 23 – 26 over Spagna in view of Bjornestad

Applicant submits that claims 18 – 21 and 23 – 26 are dependent claims, depending from a distinguishable base claim. Accordingly, these claims should be in condition for allowance based upon their dependencies.

Accordingly, for at least these reasons, Applicant respectfully requests that the rejection over claims 17 – 21 and 23 – 26 be withdrawn.

Independent Claims 27 and 39 over Doty in view of Spagna

Claim 27 recites, in pertinent part:

... wherein the DRM content packager communicates with the portal server for uploading the at least one SCO and communicates with a content manager loader for storing the at least one SCO in a learning objects repository and wherein the DRM content packager uploads a package and parses the package to extract structure and titles of the package, the package containing the at least one SCO and promotional material.

Additionally, claim 39 recites, in pertinent part:

... wherein the second computer code and the first computer code upload the SCO and communicate with a content manager loader for storing the SCO in a learning objects repository and wherein the second computer code uploads a package and parses the package to extract structure and titles of the package, the package containing the SCO and promotional material.

Applicant submits that Doty in view of Spagna does not teach or suggest each of the features of claims 27 and 39. For example, Applicant submits that Doty in view of Spagna does not teach or suggest wherein the DRM content packager (or the second computer code) uploads a package and parses the package to extract structure and titles of the package, the package containing the at least one SCO and promotional material.

In addressing these features, the Examiner acknowledges that Doty fails to disclose such features. Applicant agrees with the Examiner's determination. However, the Examiner asserts that Spagna teaches:

... wherein the DRM content packager communicates with the portal server for uploading the at least one SCO and communicates with a content manager loader for storing the at least one SCO in a learning objects repository and wherein the DRM content packager uploads a package and parses the package to extract structure and titles of the package, the package containing the at least one SCO and promotional material (column 13, lines 45 - 65).

Applicant respectfully disagrees. Applicant has reproduced the above-noted passage of Spagna below, which recites:

113. The Electronic Digital Content Store(s) may elect to host the SCs containing the Digital Content at its local site and/or utilize the hosting and distribution facilities of another Content hosting site.

The Electronic Digital Content Store(s) can provide customer service for any questions or problems that an End-User(s) may have using the Secure Digital Content Electronic Distribution System 100, or the Electronic Digital Content Store(s) 103 may contract their customer service support to the Clearinghouse(s) 105.

3. Intermediate Market Partners (Not Shown)
In an alternate embodiment, the Secure Digital Content Electronic Distribution System 100 can be used to provide Content 113 securely to other businesses called Intermediate Market Partners. These partners may include digital content-related companies offering a non-electronic service, such as television stations or video clubs, radio stations or record clubs, that distribute Content 113. These Partners may also include other trusted parties who handle material as part of making or marketing sound recordings, such as record studios, reproducers, and producers. These Intermediate Mar-

Applicant submits that the Examiner-cited passage of Spagna does not teach or suggest the DRM content packager communicates with the portal server for uploading the at least one SCO and communicates with a content manager loader for storing the at least one SCO in a learning objects repository and wherein the DRM content packager uploads a package and parses the package to extract structure and titles of the package, the package containing the at least one SCO and promotional material. Instead, the above passage merely explains that the Spagna device can provide customer service for any questions and problems and that the Spagna system

can provide content securely to other businesses. Moreover, Applicant notes that the passage is entirely silent with respect to at least "parsing" and "promotional material."

As such, Applicant submits that Doty in view of Spagna does not teach or suggest each of the features of claims 27 and 39, and does not render the present invention unpatentable.

Independent Claim 32 over Doty in view of Spagna

Independent claim 32 recites, in pertinent part:

... a secure uploading service capable of receiving unprotected digital content having one or more parts, associated metadata, and one or more promotional materials;
an automatic validation component adapted to ensure conformance of the unprotected digital content to Shareable Content Object Reference Model (SCORM) standards and providing error messages to enable correction; and
a digital rights generation layer having one or more components adapted to provide a web-based interface for specifying different rights to the one or more parts for providing protected digital content.

Applicant submits that the combination of references do not teach or suggest each of the features of claim 32. For example, Applicant submits that Doty in view of Spagna does not teach or suggest "providing error messages to enable correction."

In addressing claim 32, the Examiner asserts that Doty discloses providing error messages to enable correction at paragraphs [0036], [0154] and [0156]. Applicant respectfully disagrees. Applicant has reproduced the Examiner-cited paragraphs below, which state:

In another implementation, the system is AICC and SCORM compliant.

In one embodiment, the system 10 is typically also Aviation Industry CBT Committee (AICC) and Shareable Content Object Reference Model (SCORM) compliant. SCORM enables the industry to package content from different vendors into a single course. Courses or content from multiple sources can be combined into a single package and then be managed in a learning management system using certain

specifications. AICC typically uses high standards that can include interoperability that software vendors can use across multiple industries. With these types of standards, a vendor can sell its products to a broader market at a lower unit cost. AICC recommendations are fairly general to most types of computer-based training and for this reason is widely used outside of the aviation training industry. It is understood that other types of recommendations and standards are contemplated.

In one embodiment, as delivery is prepared through the platform, courses are created as Sharable Content Objects (SCOs) and enhanced with the addition of streaming media, security features, and additional functionality. In some instances, it is necessary for users to launch these SCOs from a 3d party Learning Management System. Other users may require existing courseware to be integrated into the platform. In either case, the platform is a Sharable Content Object Reference Model (SCORM) compliant platform able to easily launch any SCO.

Applicant submits that the above passages (and Doty in its entirety) are silent with respect to "error" and "correction." As such, Applicant submits that Doty does disclose providing error messages to enable correction, as the Examiner asserts. Additionally, Applicant submits that Spagna does not cure the deficiencies of Doty. For example, Applicant submits Spagna does not teach or suggest "providing error messages to enable correction." Applicant submits that Spagna in its entirety is silent with respect to "error message."

Thus, Applicant submits that Doty in view of Spagna does not teach or suggest each of the features of claim 32, and does not render the present invention unpatentable.

Dependent Claims 28 and 30 – 38

Applicant submits that claims 28 and 30 – 38 are dependent claims, depending from a distinguishable base claim. Thus, claims 28 and 30 – 38 should be in condition for allowance based upon their dependencies.

Claim 33

Additionally, Applicant submits that Doty in view of Spagna does not teach or suggest the features of claim 33. Claim 33 recites, in pertinent part:

... means for generating digital rights files and associating the digital rights files with the digital content by embedding links into a metadata right field within corresponding metadata files.

In addressing claim 33, the Examiner asserts that Doty discloses means for generating digital rights files and associating the digital rights files with the digital content by embedding links into a metadata right field within corresponding metadata files at paragraph [0169]. Applicant disagrees.

Applicant has reproduced paragraph [0169] below, which states:

In general, the administrative portal 22 can provide a mechanism for administrative functions including the generation of reports, hierarchical permissions, file sharing and account management, authentication, digital rights management (DRM), email messaging with administrator options, polling allowing the administrator or instructor to add/edit/modify polls, alert area containing new information relating to items such as course updates, messages from teachers, new messages, system updates and system maintenance, custom setting for specifying custom administration and user settings, related sources wherein instructors can post URLs and reference materials, course catalogue management, scheduling e-Organizing, filing sharing and the like. It is understood that many other mechanisms can be provided by and for the administrative portal 22 and that those listed above are for example purposes.

Applicant notes that this passage of Doty (and Doty in its entirety) is silent with respect to "metadata" and "metadata files." As such, Applicant submits that Doty does not disclose means for generating digital rights files and associating the digital rights files with the digital content by embedding links into a metadata right field within corresponding metadata files, as the Examiner asserts. Thus, Applicant submits that Doty in view of Spagna does not teach or suggest each of the features of claim 33, and does not render the present invention unpatentable.

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Accordingly, for at least these reasons, Applicant respectfully requests that the rejection over claims 27, 28 and 30 – 39 be withdrawn.

CONCLUSION

In view of the foregoing amendments and remarks, Applicant submits that all of the claims are patentably distinct from the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue. The Examiner is invited to contact the undersigned at the telephone number listed below, if needed. Applicant hereby makes a written conditional petition for extension of time, if required. Please charge any deficiencies in fees and credit any overpayment of fees to Attorney's Deposit Account No. 50-0510.

Respectfully submitted,
Magda MOURAD



Andrew M. Calderon
Reg. No. 38,093

GREENBLUM & BERNSTEIN, P.L.C.
1950 Roland Clarke Place
Reston, VA 20191
(703) 716-1191